

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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TERRY DAVIS, JESSE DAVIS,
ROOSEVELT DAVIS, JAMES DAVIS,
AND MELINDA DAVIS,

Plaintiffs,

-against-

THE CITY OF NEW YORK, SERGEANT
RAYMOND JOHNSON, DETECTIVE ERIK
PAULSEN, DETECTIVE CHRISTOPHER
KNAPPENBERGER, DETETIVE RAYMOND
NEUMAN, DETECTIVE PATRICK BERGIN,
POLICE OFFICER WALDRON AND CAPTAIN
JOHN MARCHICA,

Defendants.

STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL

04 CV 3299 (JFB) (RLM)

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ MAY 14 2007 ★

LONG ISLAND OFFICE

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WHEREAS, plaintiffs commenced this action by filing a complaint on July 30, 2004, alleging violations of their civil rights pursuant to federal and New York State laws; and

WHEREAS, defendants City of New York, Raymond Johnson, Erik Paulsen, Christopher Knappenberger, Raymond Neuman, Patrick Bergin, Edward Waldron, and John Marchica have denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, all claims asserted by plaintiffs Terry Davis and Roosevelt Davis were dismissed with prejudice by this Court on February 15, 2007; and

WHEREAS, all claims asserted by plaintiff Melinda Davis were voluntarily withdrawn on March 6, 2007; and

WHEREAS, defendants and plaintiffs James Davis and Jesse Davis now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraphs "2" and "3" below.

2. The City of New York hereby agrees to pay plaintiff James Davis the sum of Ten Thousand Dollars (\$10,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff James Davis agrees to dismissal of all of the claims against the named defendants and to release the defendants, and any present or former employees or agents of the City of New York, the New York City Police Department, and any other agency of the City of New York, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorneys' fees.

3. The City of New York hereby agrees to pay plaintiff Jesse Davis the sum of Ten Thousand Dollars (\$10,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff Jesse Davis agrees to dismissal of all of the claims against the named defendants and to release the defendants, and any present or former employees or agents of the City of New York, the New York City Police Department, and any other agency of the City of New York, from any and all

liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorneys' fees.

4. In further consideration for the payment of the amounts set forth in paragraphs "2" and "3" above, plaintiffs agree to forebear from bringing any purported claims against the named defendants and/or any other present or former employees of the City of New York or any agency thereof, and to release the named defendants, and any and all present and former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action arising from any incident or events involving plaintiffs that took place on or before the date of execution of this Stipulation and Order and the General Releases, including, but not limited to, any liability, claims, or rights of action arising out of any incident that took place on or about August 24, 2004.

5. Plaintiffs James Davis and Jesse Davis shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, releases based on the terms of paragraphs "2," "3," and "4" above and Affidavits of No Liens.

6. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

7. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

8. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
5/14, 2007

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By: Susan Scharfstein
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SO ORDERED: 5/14/07

JOSEPH R. BIANCO, U.S.D.J.